

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

EDDIE SOTO, *on behalf of himself, FLSA Collective
Plaintiffs, and the Class,*

Plaintiff,

v.

TOP INTERIORS LLC d/b/a TOP INTERIORS,
TOP INTERIORS INC. d/b/a TOP INTERIORS,
TOP DESIGN INTERIORS CORP.
d/b/a TOP INTERIORS,
JOHN DOE CORPORATIONS NY 1-10
d/b/a TOP INTERIORS,
JOHN DOE CORPORATIONS PA 1-10
d/b/a TOP INTERIORS,
YEHUDA SCHWARTZ, MOSHE WEINBERG,
and YONI GROSSMAN,

Defendants.

Case No.: 1:21-cv-02846

OFFER OF JUDGMENT

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Top Interiors LLC (“Top Interiors”) hereby offers to allow judgment to be taken it, and in favor of Plaintiff Eddie Soto (“Plaintiff”), in the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00), inclusive of fees and costs, to resolve any claim, through the date of this Offer of Judgment, that Plaintiff has or may have against Top Interiors, the other Defendants named in this lawsuit, and all of their parents, subsidiaries, affiliated entities, officers, directors, and employees (collectively, the “Releasees”). By accepting this Offer of Judgment, Plaintiff agrees to release all claims that he currently has against the Releasees, whether accrued or unaccrued, whether known or unknown, and including both claims asserted in this lawsuit, and claims not asserted in this lawsuit.

As a condition of this Offer of Judgment, Plaintiff agrees to dismiss with prejudice, and without an award of fees and costs, this entire lawsuit including both the claims against Top Interiors and the claims against all other Defendants.

This Offer of Judgment is made for the purposes specified in Federal Rule of Civil Procedure 68, and neither this Offer of Judgment nor any judgment that may result from this Offer of Judgment shall be construed as either an admission of liability on the part of Top Interiors or any of the Releasees, or an admission that Plaintiff has suffered any damages.

This Offer of Judgment is made pursuant to the provisions of Rule 68 of the Federal Rules of Civil Procedure, and shall be deemed withdrawn unless Plaintiff serves written notice of his acceptance within fourteen (14) days of the date on which this Offer of Judgment was served. Any evidence of this Offer of Judgment shall be inadmissible except as provided in Rule 68 of the Federal Rules of Civil Procedure.

Dated: April 4, 2022, New York

SEYFARTH SHAW LLP

/s/ Jacob Oslick

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*Attorneys for Defendants Top Interiors LLC,
Top Design Interiors Corp., Yoni Grossman,
Moshe Weinberg, and Yehuda Schwartz*

CERTIFICATE OF SERVICE

I hereby certify that on April 4, 2022, I caused Defendants' Offer of Judgment to be served, via electronic mail, upon Plaintiff's counsel of record in this matter:

C.K. Lee, Esq.
Lee Litigation Group, PLLC
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By: /s/ Jacob Oslick
Jacob Oslick, Esq.